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7 *Attorneys for Defendant,*
7 *State Farm Mutual Automobile Ins. Co.*

8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

11 JOSE RUIZ, an individual,

CASE NO.: 2:19-cv-01351-JCM-VCF

12 Plaintiff,

13 vs.

14 STATE FARM MUTUAL AUTOMOBILE
15 INSURANCE COMPANY, a foreign corporation;
16 DOES I through XV, and ROE Corporations I
through X, inclusive,

**STIPULATION AND ORDER FOR
REMAND, DISMISSAL OF EXTRA-
CONTRACTUAL CLAIMS WITH
PREJUDICE, AND CAP ON DAMAGES
AT THE REMAINING AMOUNT OF THE
UIM COVERAGE LIMIT**

17 Defendants.

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19 This Stipulation and Order for Remand, Dismissal of Extra-Contractual Claims With Prejudice,
20 And Cap on Damages at the Remaining Amount of the UIM Coverage Limit (hereinafter "Agreement")
21 is entered into by Plaintiff, Jose Ruiz, ("Plaintiff"), and Defendant, State Mutual Automobile Insurance
22 Company ("State Farm"), (collectively referred to as the "Parties"), as an alternative method of resolving
23 a dispute that has allegedly arisen from an September 12, 2018, automobile accident and subsequent
24 claims handling, which culminated in a lawsuit styled *Jose Ruiz v. State Farm Mutual Automobile*
25 *Insurance Company, et al*, currently pending in the United States District Court, District of Nevada,
26 Case No. 2:19-cv-01351-JCM-VCF. Plaintiff is represented by the Law Office of Gina Corena, and
27 specifically, Danielle C. Miller, Esq. State Farm is represented by Hall Jaffe & Clayton, LLP, and

1 specifically, Riley A. Clayton, Esq.

2 The following terms and conditions of this Agreement will become effective upon the signature
3 by the Parties and the execution and filing of the same by this Court.

4 1. State Farm issued a policy of automobile insurance, which provides, among other
5 coverages, uninsured motorist ("UIM") coverage of up to \$25,000 "each person," subject to all terms,
6 conditions, limitations of the policy and any applicable offsets.

7 2. State Farm has paid Plaintiff the amount of \$2,266.59 as an advanced payment of UIM
8 proceeds, which Plaintiff shall keep irrespective of any subsequent determination, but which amount
9 serves as a credit against any subsequent payments under the UIM policy.

10 3. In an effort to resolve all disputes and controversies between the Parties arising out of and
11 relating to the subject automobile accident and subsequent claims handling, the Parties have agreed to
12 remand this case from federal court to state court; dismiss any/all extra-contractual claims (e.g., breach
13 of the implied covenant of good faith and fair dealing, violations of Nevada's Unfair Claims Practices
14 Act, consequential damages, expectation damages, punitive damages, etc.); cap all damages and
15 exposure related to State Farm at \$22,733.41, which is the remaining limit of UIM coverage available to
16 Plaintiff, after all applicable offsets; and allow the case to proceed through Nevada's court annexed
17 arbitration program.

18 4. The Parties agree and understand that after any arbitration award or decision is rendered,
19 the Parties have reserved their rights to appeal the award or decision by timely filing for a trial de novo,
20 and having the matter resolved under Nevada's "short jury trial" program, although the extra-contractual
21 claims will remain dismissed, and damages will still remain capped at \$22,733.41.

22 5. Because the amount in controversy is capped at \$22,733.41, there no longer exists any
23 amount in controversy sufficient for this Court to exercise jurisdiction over the case and, as such, the
24 case will be remanded to the Eighth Judicial District Court, District of Nevada, Case No. A-19-796952-
25 C, Dept. 28. Once the case has been remanded, the Parties will coordinate with each other to have the
26 matter placed in the Court Annexed Arbitration Program at the earliest point possible.

27 6. Plaintiff, through this Agreement, agrees to dismiss with prejudice any and all claims,
28 which are pled or could have been pled against State Farm as it relates to its claims handling and

1 decision-making, including any/all claims seeking extra-contractual recovery. In other words, the only
2 claim that survives this Agreement involves Plaintiff's legal entitlement, if any, to the remaining UIM
3 contractual proceeds available under the policy, subject to the \$22,733.41 cap on damages, which is the
4 remaining amount of the UIM limit, after all applicable offsets.

5 7. No attorneys fees or costs shall be awarded with respect to the removal of this case to
6 federal court and the subsequent remand.

7 8. This Agreement is binding on the Parties, their heirs, executors, administrators, personal
8 representatives, legal representatives, and other such persons or entities.

9 DATED this 14 day of August, 2019.
10 HALL JAFFE & CLAYTON, LLP

9 DATED this 14 day of August, 2019.
10 LAW OFFICE OF GINA M. CORENA

12 By /s/ Riley A. Clayton
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12 By /s/ Danielle C. Miller
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15 *Attorneys for Plaintiff*

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17 **ORDER**
18 IT IS SO ORDERED.

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20 Dated August 20, 2019.

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22 UNITED STATES DISTRICT COURT JUDGE

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